

STIPULATION

This Stipulation is entered into as of June 15, 2016 between Vishal Bhammer (“Bhammer”), Loomis Sayles & Company, L.P. (“Loomis LP”), and Loomis Sayles & Company, Incorporated (“Loomis Inc.”) hereinafter collectively, the “Parties.”

Whereas Bhammer filed a complaint against Loomis LP on December 23, 2015 in the United States District Court for the District of Massachusetts, Case No. 1:15-cv-14213-FDS (the “Action”), alleging that Loomis LP is liable to Bhammer for various tortious acts (the “Claims”).

Whereas Loomis Inc. has been the General Partner of Loomis LP at all times relevant to the Claims.

Whereas the Parties agree that it is mutually beneficial to enter into this Stipulation to confirm their mutual understandings and agreements regarding the obligations of Loomis Inc. as the General Partner, and to clarify matters that may arise if Bhammer elects to bring suit against only Loomis Inc. for damages and other relief arising from the Claims.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree and stipulate as follows:

1. At all times relevant to the Claims, Loomis Inc. was the General Partner of Loomis LP.
2. Loomis Inc. is unconditionally liable for any damages or other relief to which Bhammer may be entitled arising from the Claims.
3. Bhammer is permitted to pursue damages and other relief arising from the Claims against only Loomis Inc. without bringing any action against Loomis LP.
4. If Bhammer elects to amend his complaint in the Action to remove Loomis LP as a party and to bring suit against only Loomis Inc. for damages and other relief arising from the Claims, neither Loomis LP nor Loomis Inc. (nor any other Loomis entity) will assert any defense or raise any argument concerning misjoinder or nonjoinder of parties, or otherwise seek to avoid liability, admissions, or impede the progress of such litigation, on the basis that Bhammer is not seeking, or has not obtained, judgment against Loomis LP.
5. Further, if Bhammer elects to amend his complaint in the Action to remove Loomis LP as a party and to bring suit against Loomis Inc. for damages and other relief arising from the Claims, Loomis Inc. shall be deemed to have within its possession, custody and control the same discoverable information as Loomis LP and shall produce such information to the same extent, and in the same manner, as would be required if Loomis LP were a party.

VISHAL BHAMMER

By His Attorneys

/s/ Patrick J Hannon

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LOOMIS SAYLES & COMPANY, L.P. AND
LOOMIS SAYLES & COMPANY,
INCORPORATED

By their Attorneys

/s/Allison A. Anderson

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